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 2 Paul A. Conroy, Esq. CSB #84527
 3 **Allman & Nielsen, P.C. ■**
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6 Attorneys for Defendant
 7 ROCKRIDGE MANOR HOMEOWNERS' ASSOCIATION

8 IN THE UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 CHRISTINE CHANG, individually and as Guardian
 11 ad Litem for ERIC SUN, disabled

12 Plaintiffs,

13 v.

14 ROCKRIDGE MANOR CONDOMINIUM,
 15 ROCKRIDGE MANOR HOMEOWNERS ASSO;
 ROCKRIDGE MANOR BOARD OF DIRECTORS;
 ROCKRIDGE MANOR PRESIDENT OF BOARD
 16 OF DIRECTORS CHARLES BLAKENEY;
 ROCKRIDGE MANOR MANAGER EVA
 17 AMMANN; TRUCK INSURANCE EXCHANGE;
 AND DOES 1-30, inclusive,

18 JOINDER

19 UNIVERSITY OF CALIFORNIA BERKELEY; UC
 20 BERKELY CHANCELLOR ROBERT
 21 BIRGENEAU; UC BERKELEY PUBLIC
 22 RECORDS COORDINATOR ALAN KOLLING;
 UC BERKELEY GENERAL COUNSEL SUSAN
 23 VON SEEBURG; UC BERKELEY POLICE
 24 DEPARTMENT CHIEF VICTORIA HARRISON;
 UC BERKELEY POLICE DEPARTMENT
 25 LIEUTENANT ADAN TEJADA; UC BERKELEY
 26 POLICE DEPARTMENT MANAGER TOM
 27 KLATT; UC BERKELY POLICE DEPARTMENT
 DISPATCHER CONSTANCE PEPPERS CELAYA;
 and DOES 31-60, inclusive,

28 JOINDER

29 PAMELA ZIMBA, ATTORNEY AT LAW;
 ALBERT COOMBES, ATTORNEY AT LAW; and
 30 DOES 61-90, inclusive,

31 Defendants

Case No.: C07-4005 EMC

**DECLARATION OF PAUL A.
 CONROY IN SUPPORT OF
 DEFENDANT ROCKRIDGE MANOR
 HOMEOWNERS' ASSOCIATION'S
 MOTION FOR SUMMARY
 JUDGMENT**

Date:

Time:

Room: C

Judge: Magistrate Judge Edward M. Chen

1 I, Paul A. Conroy, do declare as follows:

2 I am an attorney at law duly licensed to practice law and am practicing law in the state of
 3 California. I am admitted to practice law in the United States District Court, Northern District of
 4 California.

5 The following facts are known to me from my own personal knowledge:

6 I am of counsel to the law firm of Allman & Nielsen, P.C., which represented defendants
 7 Charles Blakeney, Mike Solomon, Murray Singer and Rockridge Manor Homeowners Association
 8 in Alameda County Superior Court action no. 2001-023364, entitled *Chang v. Ammann*. I
 9 participated in defending the *Chang v. Ammann* case and I am familiar with the facts, legal issues,
 10 litigation history and eventual settlement of that action.

11 Attached hereto as Exhibit "A" is a true and correct copy of the second amended complaint
 12 filed on behalf of plaintiffs Christine Chang and Eric Sun in that Alameda County Superior Court
 13 action on June 10, 2002.

14 Attached hereto as Exhibit "B" is a true and correct copy of the on-line docket for the *Chang*
 15 *v. Ammann* case, which I printed on October 22, 2007.

16 In 2004, plaintiffs' attorney Pamela Zimba provided a copy of a third amended complaint to
 17 Allman & Nielsen. Plaintiffs' attorney described this pleading, a true and correct copy of which is
 18 attached hereto as Exhibit "C", as a proposed third amended complaint.

19 Subsequent to circulating the proposed amended complaint, plaintiffs' attorney served and
 20 filed a "Supporting Declaration of Pamela Zimba" in support of her motion to continue the trial date
 21 and to reopen discovery. That declaration, a true and correct copy of which is attached hereto as
 22 Exhibit "D", filed on August 16, 2004, states at paragraph 23 that plaintiffs' attorney had decided
 23 not to assert the proposed third amended complaint's causes of action for violation of the Unruh Act
 24 and FEHA, that she intended to add further facts to a future amended complaint, and that a cause of
 25 action would also be included for "depravation of rights". A third amended complaint was never
 26 filed.

27 Thereafter, an agreement was made to settle the case. In furtherance of the settlement
 28 agreement, and at defendants' request, the guardian ad litem for Eric Sun, John Orr, petitioned the
 29 court and was granted an order approving the compromise of the action on behalf of plaintiff Eric
 30 Sun, an adult person with a disability. The order authorized the guardian ad litem to execute the
 31 release which was attached to the petition as attachment "A". A true and correct copy of the order
 32

1 approving the compromise of the pending action, filed February 17, 2005, is attached hereto as
2 Exhibit "E".

3 Attached hereto as Exhibit "F" is a true and correct copy of the Full and Final Release of All
4 Claims Known and Unknown, and Covenant Not to Sue, executed by Ms. Chang and Mr. Orr. This
5 is the same release, verbatim, that was attached, unexecuted, to the Petition to Approve
6 Compromise of Pending Action.

7 Attached hereto as Exhibit G is a true and correct copy of the dismissal with prejudice of the
8 entire action, filed April 5, 2005.

9 I declare under penalty of perjury under the laws of the state of California that the foregoing
10 is true and correct and that this declaration was executed in Larkspur on November 2, 2007.

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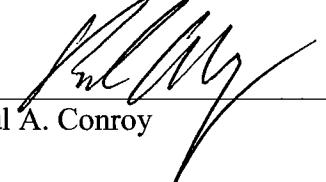
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Paul A. Conroy

PROOF OF SERVICE

I am a citizen of the United States and employed in Marin County, California. I am over the age of eighteen years and not a party to the within action. My business address is 100 Larkspur Landing Circle, Suite 212, Larkspur, California 94939-1743.

On this date I served the foregoing documents described as:

**DECLARATION OF PAUL A. CONROY IN SUPPORT OF DEFENDANT
ROCKRIDGE MANOR HOMEOWNERS' ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT**

on the interested parties in the action by placing [] the original [x] a true copy thereof, enclosed in a sealed envelope addressed as follows:

Christine Chang
341 Tideway Drive #214
Alameda, CA 94501
Telephone (510) 769-8232

Pro Se, individually and as Guardian ad Litem
for ERIC SUN, disabled

Gaylyn Kirn Conant
LOMBARDI, LOPER & CONANT, LLP
Lake Merritt Plaza
1999 Harrison Street, Suite 2600
Oakland, CA 94612
Telephone: (510) 433-2600
Facsimile: (510) 433-2699

Attorney for Defendants
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ROBERT BIRGENEAU,
CONSTANCE PEPPERS CELAYA, ADAN
TEJADA, VICTORIA HARRISON, ALLAN
KOLLING, TOM KLATT AND SUSAN VON
SEEBURG

Lee J. Danforth
Coddington Hicks & Danforth
555 Twin Dolphin Drive Suite 300
Redwood City CA 94065
Telephone: (650) 592-5400

[x] **BY E-MAIL:** I transmitted a true electronic copy of the foregoing documents by e-mail to Christine Chang's e-mail address: Christie1chang@peoplepc.com, Gaylyn Kirn Conant's email address: gkc@llcllp.com, and Lee Danforth's email address: LDanforth@CHDJAWYERS.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on November 2, 2007, at Larkspur, California.

ornia.

/s/ Paul A. Conroy
PAUL A. CONROY

**DECLARATION OF PAUL A CONROY IN SUPPORT OF
DEFENDANT ROCKRIDGE MANOR HOMEOWNERS'
ASSOCIATION'S MOTION FOR SUMMARY JUDGMENT**

ALLMAN & NIELSEN, P.C.
100 Larkspur Landing Circle, Suite 212
Larkspur, CA 94939
Telephone: 415.461.2700 Facsimile: 415.461.2726

Exhibit "A"

1 BRETT S. ALLEN, (SBN 165097)
 2 LAW OFFICE OF BRETT S. ALLEN
 3 909 Marina Village Parkway, #669
 4 Alameda, CA 94501
 5 Tel: (510) 872-9933

4 Attorney for Plaintiffs
 5 Christine Chang and
 Eric Sun

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8 SUPERIOR COURT OF CALIFORNIA
 9 COUNTY OF ALAMEDA
 10 UNLIMITED JURISDICTION

11

12 CHRISTINE CHANG and ERIC SUN

CASE NO.: 2001-023364

13 Plaintiffs,

14 vs.

15 EVA AMMANN, CHARLES BLAKENEY,
 MIKE SOLOMON, MURRAY SINGER,
 16 ROCKRIDGE MANOR HOA,
 ELIZABETH LADY and DOES 3-100,
 17 inclusive

SECOND AMENDED COMPLAINT
 FOR INTENTIONAL INFILCTION OF
 EMOTIONAL DISTRESS,
 NEGLIGENCE, SLANDER, AND
 INTRUSION

18 Defendants.

19
 20 Plaintiffs, CHRISTINE CHANG and ERIC SUN complain of Defendants and each
 21 of them as follows:

22 **GENERAL ALLEGATIONS**

23 1. At all times relevant to this lawsuit, Plaintiffs, CHRISTINE CHANG and
 24 ERIC SUN, ("Plaintiffs") were residents of Alameda County, California.

25 2. Plaintiffs are informed and believe that at all times relevant to this lawsuit
 26 defendant EVA AMMANN was and is a natural person residing in Alameda
 27 County.

28 3. Plaintiffs are informed and believe that at all times relevant to this lawsuit

1 defendant CHARLES BLAKENEY was and is a natural person residing in
2 Alameda County.

3 4. Plaintiffs are informed and believe that at all times relevant to this lawsuit
4 defendant MIKE SOLOMON was and is a natural person residing in Alameda
5 County.

6 5. Plaintiffs are informed and believe that at all times relevant to this lawsuit
7 defendant MURRAY SINGER was and is a natural person residing in Alameda
8 County.

9 6. Plaintiffs are informed and believe that at all times relevant to this lawsuit
10 defendant ELIZABETH LADY was and is a natural person residing in Alameda
11 County.

12 7. Upon filing the original cross-complaint herein, Plaintiffs were ignorant of
13 the true names of each Defendant and having designated this Defendant in the
14 complaint by a fictitious name, to-wit DOE-2, and having discovered the true
15 name of the Defendant to be the Defendant described in this paragraph, Plaintiff
16 hereby amends its complaint by inserting such true name in the place and stead
17 of such fictitious name wherever it appears in the complaint. ELIZABETH LADY.

18 8. Defendants Does 3 through 100, inclusive, are sued herein under fictitious
19 names because their true names and capacities, whether individual, associate,
20 corporate or governmental, are not now known to Plaintiffs. Plaintiffs are
21 informed and believe and upon such information and belief allege that each of
22 the Defendants named as a Doe is negligently or otherwise legally responsible in
23 some manner for the events herein alleged, and that said Defendants negligently
24 acted or omitted to act in one or more of their occupations and businesses and
25 that such negligence or fault proximately caused the injuries and damages
26 hereinafter set forth. Plaintiffs pray leave to insert the true names and capacities
27 of said Defendants when the same are ascertained.

28 9. At all times herein mentioned, each and every one of the Defendants

1 herein was the agent, servant and employee of each other, and each was acting
2 within the course and scope of such agency, service and employment.

3 10. At all times relevant to this lawsuit plaintiffs CHRISTINE CHANG and
4 ERIC SUN resided in unit number 314 located in the Rockridge Manor
5 Condominium complex at 2005 Pleasant Valley Avenue, Oakland, California.

6 11. At all times relevant to this lawsuit, plaintiffs are informed and believe that
7 defendant EVA AMMANN was the manager of Rockridge Manor Condominium
8 complex and resided in said complex located at 2005 Pleasant Valley Avenue,
9 Oakland, California.

10 12. At all times relevant to this lawsuit, plaintiffs are informed and believe that
11 defendant CHARLES BLAKENEY was on the board of directors of the Rockridge
12 Manor Condominium complex and resided in said complex located at 2005
13 Pleasant Valley Avenue, Oakland, California.

14 13. At all times relevant to this lawsuit, plaintiffs are informed and believe that
15 defendant MIKE SOLOMON was on the board of directors of the Rockridge
16 Manor Condominium complex and resided in the complex located at 2005
17 Pleasant Valley Avenue, Oakland, California.

18 14. At all times relevant to this lawsuit, plaintiffs are informed and believe that
19 defendant MURRAY SINGER was on the board of directors of the Rockridge
20 Manor Condominium complex and resided in said complex located at 2005
21 Pleasant Valley Avenue, Oakland, California.

22 15. At all times relevant to this lawsuit, plaintiffs are informed and believe that
23 defendant ELIZABETH LADY resided in said complex located at 2005 Pleasant
24 Valley Avenue, Oakland, California.

25 **FIRST CAUSE OF ACTION**
26 Intentional Infliction of Emotional Distress
Against All Defendants

27 16. On or about September 14, 2000, defendants EVA AMMANN and
28 ELIZABETH LADY conspired and acted together and contacted the Department

1 of Social Services and knowingly and falsely reported that plaintiff ERIC SUN
2 was acting dangerously and possessed a gun.

3 17. Defendants' conduct as alleged here was intentional and malicious and
4 done for the purpose of causing Plaintiffs to suffer humiliation, mental anguish,
5 and emotional and physical distress. Defendants CHARLES BLAKENEY, MIKE
6 SOLOMON, MURRAY SINGER, and the ROCKRIDGE MANOR HOA's conduct
7 in confirming and ratifying the wrongful conduct was done with a wanton and
8 reckless disregard of the consequences to Plaintiffs.

9 18. As the proximate result of the aforementioned acts, Plaintiffs suffered
10 humiliation, mental anguish, embarrassment, shame, and emotional and physical
11 distress, and have been injured in mind and body, all to Plaintiffs's damage.

12 19. As a result of Defendants's conduct as alleged herein, Plaintiffs suffered
13 severe emotional distress according to proof at trial including but not limited to
14 humiliation, embarrassment, anguish, pain, and betrayal.

15 20. As more fully alleged above, in committing all of the foregoing acts of
16 misconduct, Defendants acted in a flagrant, aggravated, and wanton and
17 reckless disregard of the duties and obligations they owed to Plaintiffs and their
18 rights, and Plaintiffs are therefore entitled to and demand punitive damages.

19 21. As more fully alleged above, pursuant to California Civil Code section
20 3345, Plaintiffs are entitled to have penalties, fines, and damages awarded
21 increased in an amount up to three times greater than would otherwise be
22 awarded.

23 **SECOND CAUSE OF ACTION**
24 Negligence Against All Defendants

25 22. Plaintiffs incorporate herein by reference each and every allegation as set
26 forth in Paragraphs 1 through 21 above.

27 23. Defendants named herein knew that Plaintiff ERIC SUN had emotional
28 problems and that calling the Department of Social Services and/or the police

would greatly harm his state of mind. Additionally, Defendants knew that calling the police and/or the Department of Social Services would cause great emotional harm to Plaintiff CHRISTINE CHANG. Despite this knowledge, Defendants and each of them called and/or ratified the calling of the Department of Social Services and/or the police and fraudulently reported that Plaintiff ERIC SUN possessed a gun and was acting violently. Defendants breached their duty to Plaintiffs by fraudulently, knowingly, and falsely informing or ratifying the informing of the Department of Social Services and/or the police that Plaintiff ERIC SUN possessed a gun and was violent.

10 24. The result of Defendants's negligence as alleged herein, caused the
11 Plaintiffs loss of security, humiliation, frustration, mental anguish, and emotional
12 and physical distress.

THIRD CAUSE OF ACTION

25. Plaintiffs incorporate herein by reference each and every allegation as set forth in Paragraphs 1 through 25 above.

26. On or about September 14, 2000, defendant EVA AMMANN and/or ELIZABETH LADY contacted the Department of Social Services and knowingly and falsely reported that plaintiff ERIC SUN was acting dangerously and possessed a gun.

27. Defendants EVA AMMANN and ELIZABETH LADY's statements were made with wanton disregard for the truth and accused Plaintiff ERIC SUN of possessing a firearm. Defendants CHARLES BLAKENEY, MIKE SOLOMON, MURRAY SINGER, and the ROCKRIDGE MANOR HOA's conduct in confirming and ratifying the wrongful conduct was done with a wanton and reckless disregard of the consequences to Plaintiffs Therefore, Plaintiff ERIC SUN is entitled to and demands punitive damages against all Defendants.

1 28. The result of Defendants's slander as alleged herein, caused Plaintiff
2 ERIC SUN loss of security, humiliation, frustration, mental anguish, and
3 emotional and physical distress.

4 **FOURTH CAUSE OF ACTION**
5 Intrusion Against All Defendants

6 29. Plaintiffs incorporate herein by reference each and every allegation as set
7 forth in Paragraphs 1 through 28 above.

8 30. Defendants actions caused the Department of Social Services and the
9 police to intrude into the life of Plaintiff ERIC SUN in a highly offensive manner.

10 31. Defendants knew that falsely informing the Department of Social Services
11 and/or the police would cause the police and Department of Social Services
12 personnel to intrude into Plaintiff ERIC SUN's privacy by entering his
13 condominium.

14 WHEREFORE, Plaintiffs pray judgment as hereinafter set forth.

15 **ON THE FIRST AND THIRD AND FOURTH CAUSES OF ACTION:**

16 1. For general damages according to proof at the time of trial;
17 2. For costs of suit herein incurred;
18 3. For punitive damages; and
19 4. For such other and further relief as the Court deems just and
20 proper.

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ON THE SECOND CAUSE OF ACTION:

1. For general damages according to proof at the time of trial;
2. For costs of suit herein incurred; and
3. For such other and further relief as the Court deems just and proper.

Dated: April 1, 2002

Law Office of Brett S. Allen

Brett S. Allen
Attorney for Plaintiffs
CHRISTINE CHANG and
ERIC SUN

Exhibit “B”

Date	Action	Image (Java)	Image (TIFF)
09/12/01	Complaint - Other PI/PD/WD Tort Filed (Amended)		
09/12/01	Civil Case Cover Sheet Filed for Christine Chang		
09/12/01	Summons on Complaint Issued		
10/02/01	First Amended Complaint Filed		
10/02/01	Summons on Complaint Issued		
10/25/01	Answer to 1st Amended Complaint Filed for Rockridge Manor HOA, Murray Singer, Mike Solomon, Charles		
12/28/01	Initial Case Management Conference 04/17/2002 09:00 AM D- 19		
01/18/02	Answer to Complaint Filed for Eva Ammann		
04/10/02	Case Management Statement of Charles Blakeney, Mike Solomon, Murray Singer, Rockridge Manor HOA File		
04/12/02	Case Management Statement of Christine Chang, Eric Sun Filed		
04/12/02	Motion to Amend Complaint Filed by Christine Chang, Eric Sun		
04/12/02	Motion to Amend Complaint Hearing Confirmed for 06/10/2002 09:00 AM D- 31		
04/17/02	Case Management Conference Commenced and Continued		
04/17/02	Hearing Continued to Case Management Conf Continuance dept: 19 date: 08/02/2002 time: 09:40 AM		
04/17/02	Order re Case Management Filed		
06/10/02	Civil Law and Motion Hearing Commenced and Completed		
06/10/02	Motion to Amend Complaint Granted		
06/10/02	Second Amended Complaint Filed		
07/11/02	Summons on Amended Complaint Issued		
07/22/02	Case Management Statement of Charles Blakeney, Mike Solomon Filed		
07/26/02	Case Management Statement of Eva Ammann		

	Filed		
08/01/02	Order re Case Management Filed		
08/02/02	Case Management Conference Commenced and Completed		
08/02/02	Hearing Reset to Case Management Conf Continuance 12/06/2002 09:00 AM D- 140		
10/07/02	Answer to 2nd Amended Complaint Filed for Elizabeth Lady		
11/14/02	Case Management Statement of Eva Ammann Filed		
11/18/02	Case Management Statement of Charles Blakeney, Mike Solomon, Murray Singer, Rockridge Manor HOA File		
11/27/02	Case Management Statement of Christine Chang, Eric Sun Filed		
11/27/02	Case Management Statement of Elizabeth Lady Filed		
12/06/02	Case Management Conference Commenced and Completed		
12/06/02	Case Management Conference Order Issued		
12/06/02	Civil Pre-Trial Settlement Conference 12/11/2002 01:30 PM D- 140		
12/11/02	Civil Pre-Trial Settlement Conference Commenced and Completed		
12/11/02	Case Management Conf Continuance 07/25/2003 01:30 PM D- 303		
12/19/02	Association of Attorneys Filed		
03/13/03	Letter dated 3/11/03 Filed		
03/18/03	Statement of Non-Opposition of 'defendants Charles Blakeney, Mike Solomon Filed		
03/19/03	Notice of Motion and Motion to be Relieved as Counsel Filed for Plaintiff		
03/19/03	Notice of Motion and Motion to be Relieved as Counsel Hearing Confirmed for 04/08/2003 09:00 AM D- 3		
04/08/03	Motion to Compel Responses to Discovery Filed by Elizabeth Lady		

04/08/03	Motion to Compel Responses to Discovery Hearing Confirmed for 05/05/2003 09:00 AM D- 31		
04/08/03	Civil Law and Motion Hearing Commenced and Completed		
04/08/03	Notice of Motion and Motion to be Relieved as Counsel Granted		
04/10/03	Order Granting Attorney's Motion to be Relieved as Counsel Filed		
04/10/03	Statement of Non-Opposition to Motion to be Relieved As Counsel Filed		
04/11/03	Motion to Compel Responses to Discovery Hearing Dropped from dept: 31 date: 05/05/2003 time: 09:00 A		
04/23/03	Letter re motion on 5/5/03 dropped Received		
06/25/03	Substitution of Attorney Filed for Christine Chang		
07/10/03	Case Management Statement of Elizabeth Lady Filed		
07/15/03	Notice of Unavailabilty Filed		
07/17/03	Case Management Statement of Charles Blakeney, Mike Solomon, Murray Singer, Rockridge Manor HOA File		
07/22/03	Case Management Statement of Christine Chang Filed		
07/24/03	Substitution of Attorney Filed for Elizabeth Lady		
07/25/03	Case Management Conference Commenced and Continued		
07/25/03	Order re Case Management Filed		
07/25/03	Hearing Continued to Case Management Conf Continuance dept: 303 date: 10/03/2003 time: 01:30 PM		
08/05/03	Notice of Change of Address Filed		
09/22/03	Case Management Statement of Elizabeth Lady Filed		
09/29/03	Case Management Statement of Christine Chang, Eric Sun Filed		
10/02/03	Case Management Statement of Eva Ammann Filed		

10/03/03	Case Management Conference Commenced and Completed		
10/03/03	Order re Case Management Filed		
10/03/03	Master Jury Trial 04/16/2004 08:45 AM D- 1		
10/31/03	Substitution of Attorney Filed for Eric Sun		
10/31/03	Substitution of Attorney Filed for Christine Chang		
11/06/03	Motion to Compel (Motion) Filed for Defendant		
11/06/03	Motion to Compel (Motion) Hearing Confirmed for 12/01/2003 09:00 AM D- 31		
11/12/03	Motion for Joinder Filed for Defendant		
11/12/03	Motion for Joinder 12/01/2003 09:00 AM D- 31		
11/20/03	Non-Opposition to Motion to Compel Deposition of Christine Chang Filed by Christine Chang		
11/20/03	Declaration of Christine Chang re: Non-Opposition to Motion to Compel Deposition of Christine Chang		
12/01/03	Civil Law and Motion Hearing Commenced and Continued		
12/01/03	Motion to Compel (Motion) - Granted in Part		
12/01/03	Motion to Compel (Motion) - Motion Rescheduled		
12/01/03	Hearing Continued to Civil Law and Motion dept: 31 date: 12/11/2003 time: 09:00 AM		
12/01/03	Civil Law and Motion Hearing Commenced and Completed		
12/01/03	Motion for Joinder Granted		
12/09/03	Substitution of Attorney Filed for Christine Chang, Eric Sun		
12/11/03	Civil Law and Motion Hearing Commenced and Continued		
12/11/03	Motion to Compel (Motion) - Motion Rescheduled		
12/11/03	Hearing Continued to Civil Law and Motion dept: 31 date: 01/15/2004 time: 09:00 AM		
12/11/03	Hearing Reset to Master Jury Trial 09/10/2004 08:45 AM D- 1		
12/29/03	Compliance Hearing 01/14/2004 09:00 AM D- 1		
01/13/04	Hearing Vacated: Compliance Hearing 01/14/2004 09:00 AM D- 1		

01/15/04	Civil Law and Motion Hearing Commenced and Completed		
01/15/04	Motion to Compel (Motion) Granted		
02/25/04	Application Re: Appointment of Guardian Ad Litem Filed for Eric Sun		
03/05/04	Application Re: Appointment of Guardian Ad Litem As to Eric Sun Denied		
03/08/04	Motion to Quash Filed		
03/08/04	Motion to Quash 04/12/2004 02:00 PM D- 31		
04/02/04	Memorandum of Points and Authorities in Opposition Filed		
04/07/04	Proof of Service Mermorandum of Points and Authorities in Opposition Filed		
04/12/04	Civil Law and Motion Hearing Commenced and Completed		
04/12/04	Motion to Quash Denied		
05/04/04	Application Re: Appointment of Guardian Ad Litem Filed for Eric Sun		
05/04/04	Application Re: Appointment of Guardian Ad Litem As to Eric Sun Denied		
06/25/04	Notice of Unavailability of Counsel Filed		
06/28/04	Memo to Case Filed		
07/29/04	Memo to Case Jury Fee Deposit Paid -- \$150.00 Filed		
08/04/04	Application Re: Continuance Filed for Christine Chang, Eric Sun		
08/04/04	Order Shortening Time Reservation Set for dept: 31 date: 08/06/2004 time: 08:45 AM		
08/04/04	Order Shortening Time Reservation Set for dept: 303 date: 08/09/2004 time: 09:30 AM		
08/05/04	Civil Ex-Parte Hearing Dropped from dept: 31 date: 08/06/2004 time: 08:45 AM		
08/09/04	Application Re: Continuance Granted		
08/09/04	Motion to Continue Trial Date Filed for Plaintiff		
08/09/04	Motion to Continue Trial Date 08/16/2004 09:30 AM D- 303		

08/09/04	Hearing Minutes registered		
08/11/04	Order Shortening Time Reservation Set for dept: 31 date: 08/13/2004 time: 08:45 AM		
08/12/04	Civil Ex-Parte Hearing Dropped from dept: 31 date: 08/13/2004 time: 08:45 AM		
08/13/04	Memorandum of Points and Authorities in Opposition Filed		
08/13/04	Memorandum of Points and Authorities in Opposition Filed		
08/16/04	Brief to Defendants' Oppositions Re: Motion to Continue Trial and Reopen Discovery Filed		
08/16/04	Declaration of Pamela Zimba Filed		
08/16/04	Proof of Personal Service on Motion to Continue Trial Date As to Eva Ammann, Charles Blakeney, Mike		
08/16/04	Civil Law and Motion Hearing Commenced and Completed		
08/16/04	Motion to Continue Trial Date Denied		
08/16/04	Memo to Case Jury Fee Deposit Received Filed		
08/18/04	Order Shortening Time Reservation Set for dept: 31 date: 08/20/2004 time: 08:45 AM		
08/20/04	Application Re: Order Shortening Time Filed for Christine Chang		
08/20/04	Memorandum of Points and Authorities in Opposition Filed		
08/20/04	Application Re: Order Shortening Time Denied		
08/20/04	Notice of Entry of Order Filed		
08/26/04	Association of Attorneys Filed		
08/27/04	Application Good Faith Settlement Filed for Elizabeth Lady		
08/30/04	Memo to Case Re: Jury Fee Deposit For Plaintiff Filed		
09/07/04	Hearing Reset to Master Jury Trial 09/10/2004 08:44 AM D- 1		
09/10/04	Master Jury Trial Called and Continued		
09/10/04	Hearing Continued to Master Jury Trial dept: 1 date:		

	11/12/2004 time: 08:45 AM		
09/10/04	Compliance Hearing 09/22/2004 09:00 AM D- 1		
09/21/04	Application Re: Good Faith Settlement Granted		
09/22/04	Hearing Vacated: Compliance Hearing 09/22/2004 09:00 AM D- 1		
10/21/04	Application Re: Appointment of Guardian Ad Litem Filed for Eric Sun		
10/27/04	Application Re: Appointment of Guardian Ad Litem Granted		
11/09/04	Hearing Vacated: Motion to Continue Trial Date 08/16/2004 09:30 AM D- 303		
11/09/04	Compliance Hearing 02/09/2005 09:00 AM D- 1		
11/09/04	Hearing Vacated: Master Jury Trial 11/12/2004 08:45 AM D- 1		
02/02/05	Hearing Reset to Compliance Hearing 03/02/2005 09:00 AM D- 1		
02/04/05	Petition for Compromise Claim of Incompetent Filed		
02/04/05	Petition for Compromise Claim of Incompetent Hearing Confirmed for 02/07/2005 09:30 AM D- 303		
02/07/05	Civil Law and Motion Hearing Commenced and Completed		
02/07/05	Petition for Compromise Claim of Incompetent Granted		
03/01/05	Letter dated 3/1/05, to Judge Miller, Dept. 1, re: continuance of compliance hearing Filed		
03/01/05	Letter dated 3/1/05, to Judge Miller, Dept. 1, re: compliance hearing Filed		
03/01/05	Hearing Reset to Compliance Hearing 04/06/2005 09:00 AM D- 1		
04/05/05	Request Re: Dismissal with prejudice - entire action Filed		
04/05/05	Request Re: Dismissal with prejudice - entire action Entered		
07/06/05	Memo to Case re: Forfeiture of Jury Deposit Received		
07/06/05	Memo to Case re: Forfeiture of Jury Deposit Received		

07/06/05	Memo to Case re: Forfeiture of Jury Deposit Received		
07/07/05	Memo to Case re: Forfeiture of Jury Deposit Received		

Exhibit "C"

1 Pamela Zimba, S.B.N. 147850
2 LAW OFFICES OF PAMELA ZIMBA
3 Treasury Commons Building
4 110 East D Street, Suite A
5 Benicia, CA 94510
6 Tel: 707.745.6424
7 Fax: 707.745.8695

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

CHRISTINE CHANG and ERIC SUN) Case No. 2001-023364

Plaintiffs,)
)
)
THIRD AMENDED COMPLAINT

vs.

EVA AMMANN, CHARLES BLAKENEY,
MIKE SOLOMON, MURRAY SINGER,
ROCKRIDGE MANOR HOMEOWNER'S
ASSOCIATION, ELIZABETH LADY and
DOES 1-100, inclusive.

Defendants.

Plaintiffs CHRISTINE CHANG and ERIC SUN complain of defendants EVA AMMANN, CHARLES BLAKENEY, MIKE SOLOMON, MURRAY SINGER, ROCKRIDGE MANOR HOMEOWNER'S ASSOCIATION, and ELIZABETH LADY and each of them as follows:

1. At all times relevant to this lawsuit, plaintiffs CHRISTINE CHANG (“CHANG”) and ERIC SUN (“SUN”) were residents of Oakland, Alameda County, California. Plaintiff CHRISTINE CHANG is the mother of plaintiff ERIC SUN. (CHANG and SUN are hereinafter collectively referred to as “plaintiffs.”)

2. Plaintiffs are informed and believe and thereon allege that defendant EVA AMMANN ("AMMANN") was and is a natural person residing in Alameda County, California.

1 3. Plaintiffs are informed and believe and thereon allege that defendant CHARLES
 2 BLAKENEY ("BLAKENEY") was and is a natural person residing in Alameda County, California.

3 4. Plaintiffs are informed and believe and thereon allege that defendant MIKE SOLOMON
 4 ("SOLOMON") was and is a natural person residing in Alameda County, California.

5 5. Plaintiffs are informed and believe and thereon allege that defendant MURRAY SINGER
 6 ("SINGER") was and is a natural person residing in Alameda County, California.

7 6. Plaintiffs are informed and believe and thereon allege that defendant ELIZABETH
 8 LADY ("LADY") was and is a natural person residing in Alameda County, California.

9 7. Plaintiffs are informed and believe and thereon allege that defendant ROCKRIDGE
 10 MANOR HOA ("HOA") is a business entity of unknown type, engaged in the business of providing
 11 property management and or homeowner association services to its members, with a principal place of
 12 business in Alameda County. (Defendants AMMANN, BLAKENEY, SOLOMON, SINGER, LADY,
 13 and HOA are hereinafter collectively referred to as "defendants.")

14 8. The true names and capacities, whether corporate, associate, public entity, or individual,
 15 of defendants sued as DOES 3 through 100, inclusive, are unknown to plaintiffs who therefore sue such
 16 defendants by fictitious names. Plaintiffs will amend this complaint to insert the true names and
 17 capacities of such defendants when ascertained.

18 9. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named
 19 defendants are responsible in some manner for the occurrences herein alleged, and that damages herein
 20 alleged were sustained by plaintiffs as a result of the acts of such defendants, and each of them.

21 10. Plaintiffs are informed and believe and thereon allege that defendants DOES 3 through
 22 100 acted as agents and employees of various other named or fictitious defendants, and performed the
 23 actions identified herein within the course and scope of their agency or employment. Plaintiffs are
 24 informed and believe and thereon alleges that some of the defendants were the agents, servants and or
 25 employees of their co-defendants, and each of them, and in doing the things hereinafter alleged, were

1 acting within the course and scope of their authority as such agents, servants and employees, and with
2 the permission and consent of their co-defendants.

3 11. At all times relevant to this lawsuit, plaintiffs resided in unit number 314 located in the
4 Rockridge Manor Condominium complex at 2005 Pleasant Valley Avenue, Oakland, California. (The
5 Rockridge Manor Condominium complex is hereinafter referred to as "Rockridge Manor.")

6 12. At all times relevant to this lawsuit, plaintiffs are informed and believe and thereon allege
7 that defendant AMMANN was the manager of and resided at Rockridge Manor.

8 13. At all times relevant to this lawsuit, plaintiffs are informed and believe and thereon allege
9 that defendant BLAKENEY was on the board of directors of the HOA and resided at Rockridge Manor.

10 14. At all times relevant to this lawsuit, plaintiffs are informed and believe and thereon allege
11 that defendant SOLOMON was on the board of directors of the HOA and resided at Rockridge Manor.

12 15. At all times relevant to this lawsuit, plaintiffs are informed and believe and thereon allege
13 that defendant SINGER was on the board of directors of the HOA and resided at Rockridge Manor.

14 16. At all times relevant to this lawsuit, plaintiffs are informed and believe and thereon allege
15 that defendant LADY resided at Rockridge Manor.

16 17. Between approximately 1997 and April 2000, plaintiff CHANG served on the board of
17 directors at Rockridge Manor. Plaintiff CHANG served with defendants BLAKENEY, SOLOMON,
18 and SINGER. At or about the same time defendant AMMANN was the manager at Rockridge Manor
19 and attended the board meetings in her capacity as the manager.

20 18. In this same period of time, plaintiffs CHANG and SUN were personal friends with
21 defendant AMMANN and shared many intimate and personal matters with her, which included concerns
22 about SUN'S mental disability and his need for care. In addition, plaintiffs were neighbors of defendant
23 LADY'S and were known at Rockridge Manor and had lived there since 1991.

24 19. During the time plaintiff CHANG served as a member of the board numerous conflicts
25 arose between plaintiff CHANG and the defendants over the operation of the HOA. Said conflicts

1 included but were not limited to issues concerning the content of and the implementation of revision(s)
 2 to the ByLaws ("ByLaws") and the Covenants, Conditions, and Restrictions ("CCR") of Rockridge
 3 Manor HOA. Plaintiff CHANG did not agree with the manner in which defendants implemented the
 4 revisions and believed that it was counter to the interests of the members of the HOA and in violation of
 5 the procedures for amending said documents. Due to the escalating conflicts, plaintiff CHANG resigned
 6 from the board of directors in or about April 2000.

7 20. Thereafter, between April 2000 and September 2000, defendants HOA, BLAKENEY,
 8 SOLOMON, SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, engaged in a
 9 pattern and practice of intruding on plaintiff CHANG'S privacy. Said intrusions included but are not
 10 limited to, confronting her about her refusal to remain on the board of directors and harassing her to
 11 return to the board, inquiring into plaintiff SUN'S mental and emotional state and or her intentions about
 12 arranging appointments with a psychiatrist for him, and reporting unsubstantiated allegations about
 13 plaintiff SUN'S activities in and around Rockridge Manor to other members of the HOA.

14 21. Plaintiffs are informed and believe and thereon allege that each and every defendant
 15 knew and or should have known that plaintiff SUN had and has a mental disability. Despite this
 16 knowledge, between April 2000 and August 2000, defendants HOA, BLAKENEY, SOLOMON,
 17 SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, engaged in a pattern and
 18 practice of intruding into plaintiff SUN'S privacy and his right to be free from discrimination. Said
 19 actions included but are not limited to, making it difficult for him to enjoy the common areas within the
 20 Rockridge Manor complex and making it difficult for him to enjoy the privacy of his own home. In
 21 addition, defendant LADY began a pattern and practice of complaining about SUN to AMMANN and
 22 the maintenance crew, and began running the water in her downstairs unit, on a constant basis, when
 23 SUN was in various rooms within his upstairs unit. (The allegations set forth in paragraphs 20 and 21
 24 are hereinafter referred to as the "April 2000 through August 2000 events.")

25 ///

1 22. Said pattern and practice of intruding into plaintiffs' privacy and plaintiff SUN'S right
2 to be free from discrimination escalated in or about September 14 and or September 15, 2000, when
3 plaintiff CHANG was on vacation and plaintiff SUN was home alone. Plaintiffs are informed and
4 believe and thereon allege that defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN,
5 LADY, and DOES 3 through 100, and each of them, knew that plaintiff CHANG was on vacation and
6 that plaintiff SUN was home alone and took this opportunity to call the John George Pavilion Crisis
7 Center in San Leandro ("John George") and report plaintiff SUN as being violent and or dangerous and
8 or having a gun. Plaintiffs are further informed and believe and thereon allege that defendant
9 AMMANN made the phone call to John George, that defendant LADY assisted and or encouraged
10 AMMANN in making the phone call, and that defendants HOA, BLAKENEY, SOLOMON, and
11 SINGER directed and or authorized the act(s) of AMMANN. (The September 14, 2000 and or
12 September 15, 2000 telephone calls to John George are hereinafter referred to as the "September 2000
13 incident.")

14 23. Plaintiffs are further informed and believe and thereon allege that no defendant attempted
15 to talk with plaintiff SUN about his alleged behavior immediately prior to calling John George despite
16 the fact that all defendants knew and had known plaintiff SUN for many years, despite the fact that
17 defendants knew that plaintiff SUN was home alone, and despite the fact that defendants knew that
18 plaintiff SUN suffered from a mental disability.

19 24. Plaintiffs are informed and believe and thereon allege, that as a result of the phone call,
20 John George called the Oakland Police Department, and a team of social workers and police officers
21 were dispatched to plaintiffs' home on at least two occasions. On the second occasion, plaintiff SUN
22 opened the door and the police officers barged into his home, pushed him onto the couch, begin
23 interrogating him, and searched the home for a gun.

24 25. Plaintiffs are also informed and believe and thereon allege that in the course of the
25 interrogation, plaintiff SUN told the officers that defendant LADY was constantly running the water in

1 her downstairs unit and that plaintiff SUN could hear the water running in his unit. Plaintiffs are further
2 informed and believe and thereon allege that the officers questioned defendant LADY, and that
3 defendant LADY agreed to stop constantly running the water, if SUN would stop stomping the floor.

4 26. Immediately following the September 2000 incident plaintiff SUN called defendant
5 AMMANN, who told him that BLAKENEY, SOLOMON, and SINGER through their position on the
6 board of directors for HOA made the decision to dispatch John George to his unit. Despite this
7 representation and despite repeated requests by CHANG for information regarding the events leading up
8 to the September 2000 incident, defendants HOA, BLAKENEY, SOLOMON, and SINGER ignored her
9 and did not make any information available to her which set forth said defendants' decision making
10 process before authorizing AMMANN to call John George.

11 27. A representative of John George later told plaintiff CHANG that the call to John George
12 lacked merit, that SUN did not possess a gun, and that he was not acting in a dangerous and or violent
13 manner.

14 28. Plaintiffs are informed and believe and thereon allege that between late September 2000
15 and July 2003, defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, LADY, and DOES
16 3 – 75 engaged in an escalating pattern and practice of discriminating against plaintiff SUN, harassing
17 and intimidating plaintiffs CHANG and SUN, and violating plaintiffs' CHANG'S and SUN'S rights to
18 privacy, which actions include but are not limited to (a) writing letters to plaintiffs and or association
19 members that included unsubstantiated statements about plaintiffs, (b) soliciting other HOA owners to
20 write letters to association members that included unsubstantiated statements about plaintiffs, (c)
21 denying plaintiffs' access to the front entrance of their building and denying plaintiffs' guests access to
22 the intercom system, (d) making announcements at annual association meetings about the filing of
23 plaintiffs' lawsuit against the HOA, and (e) indirectly sanctioning an act of violence by another
24 homeowner, Constance Celeya, against plaintiffs CHANG and SUN in or about December 2001, all of
25 which exposed plaintiffs to hatred, contempt, and ridicule and caused them to be shunned and avoided

1 by other homeowners. The actions of said defendants resulted in CHANG'S forced sale of her unit in or
 2 about July 2003. (The late September 2000 through July 2003 events are hereinafter referred to as the
 3 "2000 through 2003 events.")

4 **FIRST CAUSE OF ACTION**
 5 *(Discrimination – Unruh Civil Rights Act)*

6 *As and for a first cause of action against defendants HOA, BLAKENEY, SOLOMON,*
 7 *SINGER, AMMANN, and DOES 3 through 75 and each of them, plaintiff SUN alleges as follows:*

8 29. Plaintiffs hereby incorporate by this reference the allegations contained in paragraphs 1
 9 through 28, above, as though fully set forth herein.

10 30. Plaintiffs are informed and believe and thereon allege that Defendant HOA and DOES 3
 11 through 25, and each of them, is a business establishment within the meaning of the Unruh Civil Rights
 12 Act. At all times herein mentioned, defendant HOA was a condominium association engaged in the
 13 business of providing property management and or homeowner association services to its members, and
 14 is situated in Oakland, Alameda County, California.

15 31. Plaintiffs are informed and believe and thereon allege that Defendants BLAKENEY,
 16 SOLOMON, SINGER, and DOES 26 through 50, and each of them, were individual directors of the
 17 board of directors of Rockridge Manor HOA, and at all times herein mentioned were acting within the
 18 scope of their authority as directors.

19 32. Plaintiffs are informed and believe and thereon allege that Defendant AMMANN, and
 20 DOES 51 through 75, and each of them, was the resident manager of Rockridge Manor, and at all times
 21 herein mentioned was acting within the scope of her employment.

22 33. Plaintiffs are informed and believe and thereon allege that said defendants engaged in an
 23 ongoing pattern and practice of discriminating against plaintiffs, which actions include but are not
 24 limited to (a) the April 2000 through August 2000 events as more fully set forth in paragraphs 20
 25

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1 through 21, supra, (b) the September 2000 incident as more fully set forth in paragraph 22, supra, and (c)
 2 the 2000 through 2003 events as more fully set forth in paragraph 28, supra.

3 34. Plaintiff SUN is a mentally disabled person.

4 35. Plaintiffs are informed and believe and thereon allege that said defendants, and each of
 5 them, took the actions against plaintiff SUN as set forth herein, because plaintiff SUN is mentally
 6 disabled.

7 36. Said defendants' wrongful conduct as set forth herein, continued until plaintiff SUN and
 8 plaintiff CHANG sold their unit and moved away from Rockridge Manor in or about July 2003.

9 37. As a direct and proximate result of the acts or failures to act by said defendants, and each
 10 of them, plaintiffs suffered loss of security, humiliation, frustration, mental anguish, and emotional and
 11 physical distress.

12 38. As a further proximate result of the wrongful acts of said defendants, plaintiff SUN is
 13 entitled to recover statutory damages of \$4,000, plus attorney's fees, as provided in Civil Code § 52.

14 39. The above-recited actions of said defendants were done with malice, fraud, or oppression,
 15 and in reckless disregard of plaintiff SUN'S rights. Specifically, said defendants, and each of them,
 16 made a groundless phone call to John George needlessly subjecting plaintiff SUN to police
 17 interrogation, interfered with plaintiff SUN'S continuing right to use and enjoy his unit, intimidated
 18 plaintiff SUN in such a way that he refrained from exercising his right to use the facilities and other
 19 common areas at Rockridge Manor, and interfered with plaintiff SUN'S exercise of his right to be free
 20 from discriminatory housing practices.

21 WHEREFORE, plaintiff SUN prays for judgment as hereinafter set forth.

22 **SECOND CAUSE OF ACTION**
 23 *(Discrimination – Fair Employment and Housing Act)*

24 ***As and for a second cause of action against defendants HOA, BLAKENEY, SOLOMON,***
 25 ***SINGER, AMMANN, and DOES 3 through 75, and each of them, plaintiff SUN alleges as follows:***

1 40. Plaintiffs hereby incorporate by this reference the allegations contained in paragraphs 1
2 through 39, above, as though fully set forth herein.

3 41. Plaintiffs are informed and believe and thereon allege that Defendant HOA and DOES 3
4 through 25, and each of them, is a non-profit Mutual Benefit Corporation. At all times herein
5 mentioned, defendant HOA was a condominium association engaged in the business of providing
6 property management and or homeowner association services to its members, and is situated in Oakland,
7 Alameda County, California.

8 42. Plaintiffs are informed and believe and thereon allege that Defendants BLAKENEY,
9 SOLOMON, SINGER, and DOES 26 through 50, and each of them, were individual directors of the
10 board of directors of Rockridge Manor HOA, and at all times herein mentioned were acting within the
11 scope of their authority as directors.

12 43. Plaintiffs are informed and believe and thereon allege that Defendant AMMANN, and
13 DOES 51 through 75, and each of them, was the resident manager of Rockridge Manor, and at all times
14 herein mentioned was acting within the scope of her employment.

15 44. Plaintiffs are informed and believe and thereon allege that said defendants engaged in an
16 ongoing pattern and practice of discriminating against plaintiffs, which actions include but are not
17 limited to (a) the April 2000 through August 2000 events as more fully set forth in paragraphs 20
18 through 21, *supra*, (b) the September 2000 incident as more fully set forth in paragraph 22, *supra*, and (c)
19 the 2000 through 2003 events as more fully set forth in paragraph 28.

20 45. Plaintiffs are informed and believe and thereon allege that said defendants, and each of
21 them, took the actions against plaintiff SUN as set forth herein, because plaintiff SUN is mentally
22 disabled.

23 46. Said defendants' wrongful conduct as set forth herein, continued until plaintiff SUN and
24 plaintiff CHANG sold their unit and moved away from Rockridge Manor in or about July 2003.

25 ///

47. Said defendants' interference with plaintiff SUN'S exercise of his right to be free from discriminatory housing practices constitutes a violation of Government Code § 12955(a).

48. As a direct and proximate result of said defendants' discriminatory housing practices, plaintiff SUN has sustained damages in an amount according to proof at the time of trial.

49. Plaintiff SUN has incurred reasonable attorney's fees in this action.

WHEREFORE, plaintiff SUN prays for judgment as hereinafter set forth.

THIRD CAUSE OF ACTION

As and for a third cause of action against defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, and DOES 3 through 75 and each of them, plaintiffs allege as follows:

50. Plaintiffs hereby incorporate by this reference the allegations contained in paragraphs 1 through 49, above, as though fully set forth herein.

51. Plaintiffs are informed and believe and thereon allege that Defendant HOA and DOES 3 through 25, and each of them, is a non-profit Mutual Benefit Corporation. At all times herein mentioned, defendant HOA was a condominium association engaged in the business of providing property management and or homeowner association services to its members, and is situated in Oakland, Alameda County, California.

52. Plaintiffs are informed and believe and thereon allege that Defendants BLAKENEY, SOLOMON, SINGER, and DOES 26 through 50, and each of them, were individual directors of the board of directors of Rockridge Manor HOA, and at all times herein mentioned were acting within the scope of their authority as directors.

53. Plaintiffs are informed and believe and thereon allege that Defendant AMMANN, and DOES 51 through 75, and each of them, was the resident manager of Rockridge Manor, and at all times herein mentioned was acting within the scope of her employment.

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54. Said defendants, and each of them, breached their fiduciary duty to plaintiffs by failing to conform to the parameters set forth in the ByLaws and CCR's in such a way as to fairly and objectively carry out their requirements, by interfering with plaintiff SUN'S exercise of his right to be free from discriminatory housing practices, by intruding on plaintiffs' rights of privacy, and by failing to act in a manner that would not create an unreasonable risk of harm to its members.

55. As a direct and proximate result of the acts or failures to act by said defendants, and each of them, plaintiffs have been damaged in an amount according to proof at the time of trial.

WHEREFORE, plaintiffs pray for judgment as hereinafter set forth.

FOURTH CAUSE OF ACTION

As and for a fourth cause of action against defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, plaintiffs allege as follows:

56. Plaintiffs hereby incorporate by this reference the allegations contained in paragraphs 1 through 55, above, as though fully set forth herein.

57. Plaintiffs are informed and believe and thereon allege that defendant HOA is engaged in the business of providing property management and or homeowner association services to its members and is responsible to its members.

58. Plaintiffs are informed and believe and thereon allege that defendants BLAKENEY, SOLOMON, SINGER, and each of them, were members of the board of directors of defendant HOA and were responsible to the association's members, and were responsible for any and all actions taken by defendant AMMANN in the course and scope of her responsibilities as resident manager.

59. Plaintiffs are informed and believe and thereon allege that defendant AMMANN, as resident manager, was responsible to the association's members and reported to defendants HOA, BLAKENEY, SOLOMON, and SINGER.

60. Plaintiffs are informed and believe and thereon allege that defendant LADY is an owner a condominium unit within Rockridge Manor, is a member of the HOA, and at all times herein mentioned was a neighbor of plaintiffs CHANG and SUN.

61. Said defendants, and each of them, had a duty to undertake the implementation of the ByLaws and CCR's in such a way as to fairly and objectively carry out the requirements set forth in said laws and to refrain from acting in a manner that creates an unreasonable risk of harm to its members. Further, said defendants, and each of them, had a duty to refrain from engaging in a pattern and practice of discriminating against plaintiffs, harassing and intimidating plaintiffs CHANG and SUN, and violating plaintiffs' CHANG'S and SUN'S rights to privacy.

62. Said defendants, and each of them, breached their duties when they engaged in an ongoing pattern and practice of discriminating against plaintiffs, harassing and intimidating plaintiffs CHANG and SUN, and violating plaintiffs' CHANG'S and SUN'S rights to privacy, which actions include but are not limited to (a) the April 2000 through August 2000 events as more fully set forth in paragraphs 20 through 21, *supra*, (b) the September 2000 incident as more fully set forth in paragraph 22, *supra*, and (c) the 2000 through 2003 events as more fully set forth in paragraph 28, *supra*.

63. As a direct and proximate result of the acts or failures to act by said defendants, and each of them, plaintiffs suffered loss of security, humiliation, frustration, mental anguish, and emotional and physical distress.

WHEREFORE, plaintiffs pray for judgment as set forth hereinafter.

FIFTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)

As and for a fifth cause of action against defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, plaintiffs allege as follows:

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64. Plaintiffs hereby incorporate by this reference the allegations contained in paragraphs 1 through 63, above, as though fully set forth herein.

65. The aforementioned intentional conduct of defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, was outrageous and despicable in that plaintiffs were caused to suffer mental, emotional, and physical harm and abuse without their consent on many, continuing occasions.

66. Said defendants' conduct as stated herein was intentional, malicious, and outrageous and done for the purpose of causing plaintiffs to suffer mental anguish, emotional distress, physical distress, and humiliation. Said defendants' intentional conduct was done with the knowledge that plaintiffs' emotional and physical distress would thereby increase and was done with a wanton and reckless disregard of the consequences to plaintiffs, and was outrageous and despicable.

67. As a proximate result of the aforementioned acts, plaintiffs have suffered loss of security, humiliation, frustration, mental anguish, and emotional and physical distress and have been injured in mind and body as herein alleged.

68. The aforementioned intentional conduct of said defendants was malicious and oppressive and was made in willful and conscious disregard of the rights and safety of plaintiffs and subjected plaintiffs to cruel and unjust hardship. Plaintiffs are therefore entitled to recover punitive damages from said defendants, and each of them, in an amount sufficient to deter such malicious and oppressive conduct.

WHEREFORE, plaintiffs pray for judgment as set forth hereinafter.

SIXTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress)

As and for a sixth cause of action against defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN, LADY, and DOES 3 through 100, and each of them, plaintiffs allege as follows:

1 2000 and or September 15, 2000, defendants HOA, BLAKENEY, SOLOMON, SINGER, AMMANN,
 2 LADY, and DOES 3 through 100, and each of them, knew that plaintiff CHANG was on vacation and
 3 that plaintiff SUN was home alone and took this opportunity to call the John George Pavilion Crisis
 4 Center in San Leandro ("John George") and report plaintiff SUN as being violent and or dangerous and
 5 or having a gun. Plaintiffs are further informed and believe and thereon allege that defendant
 6 AMMANN made the phone call to John George, that defendant LADY assisted and or encouraged
 7 AMMANN in making the phone call, and that defendants HOA, BLAKENEY, SOLOMON, and
 8 SINGER directed and or authorized the act(s) of AMMANN.

9 79. Said defendants' actions caused John George and the Oakland Police Department to
 10 intrude into the life of plaintiff SUN in a highly offensive manner.

11 80. Plaintiffs are informed and believe and thereon allege that said defendants' knew and or
 12 should have known that falsely informing John George and or the Oakland Police Department would
 13 cause John George and or the police to intrude into plaintiff SUN'S privacy by entering his unit.

14 81. As a proximate result of the aforementioned acts, plaintiff SUN has suffered loss of
 15 security, humiliation, frustration, mental anguish, and emotional and physical distress and has been
 16 injured in mind and body as herein alleged.

17 82. The aforementioned intentional conduct of said defendants was malicious and oppressive
 18 and was made in willful and conscious disregard of the rights and safety of plaintiff SUN and subjected
 19 plaintiff SUN to cruel and unjust hardship. Plaintiff is therefore entitled to recover punitive damages
 20 from said defendants, and each of them, in an amount sufficient to deter such malicious and oppressive
 21 conduct.

22 WHEREFORE, plaintiffs pray for judgment against defendants, and each of them, as follows:

23 **PRAYER FOR RELIEF**

24 (1) For general damages in an amount according to proof at the time of trial;
 25 (2) For statutory damages in the sum of \$4,000.00 pursuant to Civil Code § 52;

- 1 (3) For all loss of income, past and future according to proof at the time of trial;
- 2 (4) For exemplary and punitive damages in an amount according to proof at the time of trial;
- 3 (5) For attorney's fees pursuant to Civil Code § 52 and Government Code § 12989.2
- 4 (6) For costs of suit incurred herein;
- 5 (7) For such other and further relief as the Court deems just and proper.

6 DATED: 13 April 2004

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LAW OFFICES OF PAMELA ZIMBA

By

PAMELA ZIMBA
Attorney for PLAINTIFFS

Exhibit “D”

1 Pamela Zimba, S.B.N. 147850
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4 110 East D Street, Suite A
5 Benicia, CA 94510
6 Tel: 707.745.6424
7 Fax: 707.745.8695
8 Attorney for Plaintiffs CHRISTINE CHANG and ERIC SUN

FILED
ALAMEDA COUNTY

AUG 16 2004

CLERK OF THE SUPERIOR COURT
By *GS* Deputy

6 SUPERIOR COURT OF CALIFORNIA
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10 COUNTY OF ALAMEDA
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CHANG, et al.) Case No. 2001-023364

10 Plaintiffs,) **SUPPORTING DECLARATION OF**
11) **PAMELA ZIMBA**

12 vs.)

13 AMMANN, et al.) **DATE: 16 August 2004**
14 Defendants.) **TIME: 9:30 a.m.**
15) **DEPT: 303**

16) **TRIAL DATE: 10 September 2004**

I, Pamela Zimba, declare as follows:

17 1. I am an attorney duly licensed to practice law in the state of California and am the
18 attorney of record for plaintiffs Christine Chang and Eric Sun. My business address is Treasury
19 Commons Building, 110 East D Street, Suite A, Benicia, California.

20 2. I have personal knowledge of the facts stated herein and if called upon to testify in this
21 matter could and would do so competently.

22 3. I substituted into this case in December 2003. At the time I came into the case, plaintiffs
23 Christine Chang and Eric Sun ("plaintiffs") had two cases pending in Alameda County – this case and
24 the case of *Chang, et al. v. Celaya*, Alameda County Superior Court Case No. 2002-046048 ("Celaya
25 case"). At that time, plaintiffs had been in pro per since October 2003. When I substituted into the two

1 cases, this case was set for trial in April 2004 and the other case had just been continued to March 2004.
2 In addition, a motion to compel the continuing deposition of Christine Chang had been filed (since prior
3 plaintiffs' counsel refused to produce her for a third day of deposition) and a motion to compel Eric
4 Sun's deposition had been filed (since prior plaintiffs' counsel refused to produce Eric Sun for his
5 deposition and had not taken any steps to obtain a guardian and or a conservatorship for Eric Sun).

6 4. After substituting into the case, I agreed to produce Christine Chang for day 3 of her
7 deposition and it proceeded forward in December 2003. Also, the continuing motion to compel Eric
8 Sun's deposition was heard in January 2004. In this hearing, I indicated that I would either file a
9 petition for appointment of guardian for Eric Sun or would produce him for his deposition. At that time,
10 it was unclear as to Eric Sun's ability to testify either at deposition and or at trial. Further, it was not a
11 question of Mr. Sun's "competency" to testify, it was a question of whether he would be to afraid and or
12 would experience too much stress in being confronted by three different attorneys during his deposition.

13 5. After the hearing in January 2004, I filed an ex parte motion for appointment of guardian
14 ad litem and requested that Christine Chang be appointed as Eric's guardian. This application was
15 denied on the grounds that a party to the action could not be the guardian for another party. When the
16 application was denied I spoke with the research attorney who advised me that under special
17 circumstances, the Alameda County procedure re no parties serving as a guardian for another party
18 could be overcome. This research attorney suggested that I file another application and set forth specific
19 language as to why it was necessary for Christine Chang to be appointed as Eric Sun's guardian. This
20 was done in or about April 2004. The special circumstances that existed in this case, was the fact that
21 Christine and Eric do not have any family here who could and or would serve as the guardian and the
22 only friend available to serve in this roll was and is very ill and could be unavailable due to his poor
23 health. Despite my conversations with the research attorney, the application was again denied. During
24 this entire period of time from January 2004 through May 2004, none of the defendants made any

25 ///

1 attempt to depose Eric Sun. Nor did they make any attempt to complete the deposition of Christine
2 Chang.

3 6. Both before and after substituting into these cases, I conducted a complete review of the
4 file and met with plaintiffs on numerous occasions. It became apparent in reviewing the file that prior
5 plaintiffs' counsel had done only the bare minimum on both cases. In fact, prior counsel had not taken
6 the deposition of a single defendant in this case, had propounded only the barest of written discovery,
7 had not responded to defendants' discovery, had not produced any documents in response to requests for
8 production of documents and or requests during Christine Chang's depositions, and had not obtained
9 any documents from defendants. In addition, prior counsel did not subpoena any medical records, did
10 not talk with any third party witnesses, and did not schedule the depositions of any third party witnesses.

11 7. In addition, prior counsel did not meet with or speak to plaintiff Eric Sun during the
12 entire course of the litigation.

13 8. Also, prior counsel had done very little discovery on the Celaya case, so in March 2004, I
14 brought a motion to continue the trial date, which was granted, and the trial was scheduled for 30 July
15 2004. The Celaya case was tried on 5 August 2004.

16 9. In May and June 2004, the depositions of various defendants were taken. Both Eva
17 Ammann's deposition and Elizabeth Lady's deposition were taken and completed. Michael Solomon's
18 deposition and Charles Blakeney's depositions were taken, not completed, and scheduled for 27 July
19 2004. In addition, the deposition of Johannes Ndlela (Eric Sun's treating psychiatrist) was taken in May
20 2004.

21 10. Again, during this entire period of time, the defendants did not make any attempt to
22 complete the deposition of Christine Chang, nor did they notice Eric Sun's deposition.

23 11. In early July 2004 I talked with Lee Bartolotta (counsel for Elizabeth Lady) and Sara
24 Allman (counsel for Rockridge Manor, et al.) about stipulating to a trial continuance. Both counsel
25 indicated a willingness to continue the trial date, so I prepared a stipulation and circulated it. However,

1 shortly thereafter, Chinh Vo (counsel for Eva Ammann) told me that he would not agree to continue the
2 trial date and then, Lee Bartolotta changed his position and refused to stipulate to the trial continuance.

3 12. On 22 July 2004, the parties disclosed expert witnesses. Plaintiffs disclosed three expert
4 witnesses and twelve treating physicians. Defendants disclosed one expert witness and numerous non-
5 retained experts. Immediately thereafter, and on or about 27 July 2004 I received Notices of Deposition
6 of Expert Witnesses. Two of plaintiffs' experts depositions were scheduled for 6 August 2004, and two
7 were scheduled for 11 August 2004, one expert and one treating medical provider. (These depositions
8 were set by Sara Allman's office.) In addition, Chinh Vo's office set the depositions and served
9 subpoenas on my office for approximately six of plaintiffs' treating doctors. I immediately called Sara
10 Allman's office and spoke with her assistant to tell her that the depositions set for 6 August could not go
11 forward because I had previous commitments and that I would need to check with Dr. Rosenthal about
12 his deposition on 11 August. Thereafter, I advised Ms. Allman's office that Dr. Rosenthal's deposition
13 could not go forward as previously scheduled. In addition, I corresponded with all counsel in an attempt
14 to encourage them to work together on obtaining dates for expert depositions because of the logistical
15 problems in scheduling depositions. Despite the fact that I repeatedly asked for all parties to work
16 together it was not until August that Ms. Allman's office finally called to ask me to obtain dates for the
17 expert depositions, rather than unilaterally noticing the depositions.

18 13. The continuing depositions of Charles Blakeney and Michael Solomon had been
19 scheduled in early July for 27 July 2004. On 26 July, I was told that Mr. Bartolotta was not available on
20 27 July and as such, would object to the completion of their depositions. As a result of this, Mr. Conroy
21 (counsel for Rockridge Manor) advised me at approximately 4:00 p.m. on 26 July that he would not
22 produce either deponent for their deposition on 27 July.

23 14. On 21 July 2004 defendants took day 4 of Christine Chang's deposition. During the
24 deposition, Mr. Vo advised everyone that he had two trials in August and that we would need to work
25 with his schedule to complete all the needed discovery. Also, on 21 July it became apparent, for the first

1 time, that the deposition of Lisa Martin (which was scheduled for 23 July) could not go forward until
2 Eric Sun provided authorization and that Ms. Martin would be represented by counsel who was not
3 available on 23 July. Although her deposition had been scheduled for at least three weeks, no one asked
4 for this authorization until 21 July. Because Ms. Martin's deposition could not go forward on 23 July, I
5 agreed to produce Christine Chang for day 5 of her deposition instead, so that we could proceed forward
6 with the discovery. None of the defense counsel during either day of Ms. Chang's deposition advised
7 me that Mr. Bartolotta would not be available on 27 July, despite the fact that everyone knew that the
8 depositions were scheduled for 27 July.

9 15. During Christine Chang's deposition on 21 July I told counsel on the record that I would
10 produce Eric Sun for his deposition and that I would waive discovery cut-off for purposes of Eric's
11 deposition.

12 16. When it became apparent that neither defendant would be produced for his deposition, I
13 spoke with Mr. Conroy about further dates for their depositions. He indicated that he would talk with
14 Mr. Vo and obtain dates, while I agreed to speak with Mr. Bartolotta. Mr. Conroy did not call to
15 provide me with alternate dates for defendants' depositions, so I spoke with an assistant in their office,
16 and then spoke with Ms. Allman regarding defendants' depositions. It was finally agreed that the only
17 available date for their depositions was 20 August. However, during that same period of time I received
18 a notice of deposition for Eric Sun's deposition for 12 August (the same day that numerous depositions
19 were set by Mr. Vo's office).

20 17. During this same period of time, Mr. Bartolotta circulated a letter, stating that he was
21 preparing for trial on another case (that was scheduled for trial on the same day as this case) and
22 had only a limited number of days available for depositions in this case. This made it even more
23 difficult to schedule depositions around Mr. Bartolotta's schedule, Mr. Vo's schedule, and the schedules
24 of the various experts and medical providers, not to mention my schedule.

25 ///

1 18. When I received the notices of deposition and subpoenas from Mr. Vo's office I
2 attempted to contact each of the treating physicians in an attempt to set up depositions of the treating
3 doctors. In so doing I realized that none of the doctors had been served with a subpoena. In addition
4 very few of the doctors returned my calls. When this occurred, I corresponded with counsel and
5 indicated that I would not be arranging for the depositions of the treating doctors and that they would
6 need to serve the doctors with subpoenas. Despite this notice, Mr. Vo's office again served me with
7 notices of deposition and subpoenas for the treating doctors. At this writing it is unclear whether Mr.
8 Vo's office served each of the treating doctors with a subpoena. I requested clarification, but to date,
9 have not received any information about the status of the treating doctors' depositions.

10 19. On 11 August, the decision was finally made to enter into a settlement agreement with
11 Elizabeth Lady. I immediately communicated the offer to Mr. Bartolotta, who spoke with his client, and
12 the insurance company, and a settlement was reached. At no point in my conversations with Mr.
13 Bartolotta did I indicate that a settlement with Elizabeth Lady was contingent upon the cancellation of
14 Eric Sun's deposition. In fact, Mr. Bartolotta wrote to me on 11 August and stated "...I do acknowledge
15 that our agreement to settle this case was not contingent upon taking Eric Sun's deposition off calendar."
16 [Attached hereto as Exhibit "A" is a true and correct copy of the facsimile from Mr. Bartolotta dated 11
17 August.]

18 20. I am informed and believe that in the process of reaching a settlement with Elizabeth
19 Lady, Mr. Bartolotta called Mr. Vo and Ms. Allman's office, spoke with counsel, told them of the
20 settlement, and advised them that the deposition would be cancelled. Neither defense counsel contacted
21 me on 11 August to discuss the status of Eric Sun's deposition. As such, I concluded that it was off (and
22 would be rescheduled for a later date), wrote and faxed a letter to opposing counsel, advised my clients
23 that the deposition was off, and changed my plans.

24 21. On 12 August at approximately 11:00 a.m. I received a phone call from Mr. Vo's office
25 and a letter demanding that I produce Eric for his deposition at 1:00 p.m. on 12 August. I called and

1 spoke with Mr. Vo, told him I would produce Eric for his deposition, but that other plans had been made
2 for that day. Nonetheless numerous threats were issued re ex parte motions and sanctions if I did not
3 produce Eric at 1:00. It was not until later that day that I spoke with a representative in Sara Allman's
4 office and agreed that Eric's deposition would go forward on 25 August and that the ex parte motion
5 scheduled for 13 August would be taken off calendar.

6 22. At this writing there are at least 17 depositions that need to be done. Although most of
7 the depositions should not require further follow-up, the deposition of Lisa Martin may very likely
8 provide the names of other individuals whose depositions will need to be taken. I am informed and
9 believe that one individual is residing out of state and, if his deposition is scheduled, it will need to be
10 taken out of state.

11 23. As to the issue of the third amended complaint, I circulated a proposed third amended
12 complaint in or about May 2004. Thereafter, I did not file a motion for leave of court to amend the
13 complaint because I had decided not to assert causes of action for violations of the Unruh Act and or
14 FEHA. I did indicated to Mr. Conroy that I did not intend to include those causes of action and that the
15 only change to the amended complaint would be to add further, known, facts to the pleading and to
16 include a cause of action for deprivation of right.

17 24. Although all counsel spoke informally about engaging in ADR prior to trial, no
18 settlement offer was tendered to defendants, nor did defendants provide plaintiffs with any settlement
19 offer, other than CCP 998's offers that were served over one year ago. I specifically told Mr. Vo at one
20 point that I did not think we would be able to discuss settlement on an informal basis because I believed
21 we were too far apart.

22 25. For the reasons set forth herein, plaintiffs are respectfully requesting a continuance of the
23 trial date for at least two-to-three months and an order that discovery be re-opened.

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25 ///

1 I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of
2 August 2004 in Oakland, California.

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By:


PAMELA ZIMBA

AUG-11-2004 WED 06:11 PM

William E. Geary
 Patrick G. Grattan
 Steven C. Mitchell
 Steven M. Olson
 John F. Geary
 John A. Holdredge
 Michael T. Carlson
 Leo R. Bartolotta
 Raymond J. Fullerton, Jr.

Law Offices of
Geary, Shea, O'Donnell & Grattan, P.C.

37 Old Courthouse Square, Fourth Floor

Mail: Post Office Box 429

Santa Rosa, California 95402-0429

Telephone: 707-545-1660

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Petaluma Office
 1425 N. McDowell Boulevard
 Suite 125
 Petaluma, CA 94954
 707-795-7684

August 11, 2004

Writer's E-Mail
lbartolotta@geodlaw.com

Of Counsel
 Thomas Q. Winter, M.D.

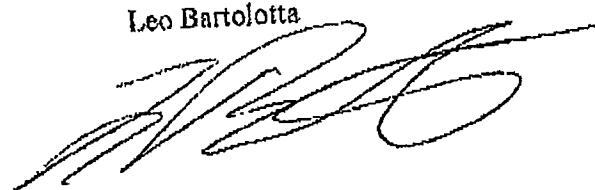
FAX TRANSMISSION COVER SHEET

To:	Pam Zimba	Fax No:	707-745-8695
From:	Leo Bartolotta	Our Fax No:	707-545-1876
Operator:	Dana Silveria	Our Tel No:	707-545-1660

Re: Chang v. Ammann

SORRY THIS WAS LATE. I HAD A MEETING FROM 4:45 TO 6:00. I DO
 ACKNOWLEDGE THAT OUR AGREEMENT TO SETTLE THIS CASE WAS NOT
 CONTINGENT UPON TAKING ERIC SUN'S DEPOSITION OFF CALENDAR.

Leo Bartolotta



IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US IMMEDIATELY AT
 (707) 545-1660, 8:30 a.m. - 5:00 p.m.

Exhibit “E”

MC-351

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Pamela Zimba, S.B.N. 147850
 LAW OFFICES OF PAMELA ZIMBA
 110 East D Street, Suite A, Benicia, CA 94510

TELEPHONE NO.: 707.745.6424 FAX NO. (Optional): 707.745.8695
 E-MAIL ADDRESS (Optional): lopz@mindspring.com
 ATTORNEY FOR (Name): PLAINTIFFS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
 STREET ADDRESS: 1225 Fallon Street
 MAILING ADDRESS: 1225 Fallon Street
 CITY AND ZIP CODE: Oakland, CA 94612
 BRANCH NAME: Rene C. Davidson Courthouse

CASE NAME: CHANG, et al. v. AMMANN, et al.

FOR COURT USE ONLY

FILED
 ALAMEDA COUNTY

FEB - 7 2005

CLERK OF THE SUPERIOR COURT
 By *M. Guerrero* Deputy

ORDER APPROVING:

COMPROMISE OF DISPUTED CLAIM
 COMPROMISE OF PENDING ACTION
 DISPOSITION OF PROCEEDS OF JUDGMENT
 Minor Adult Person With A Disability

CASE NUMBER:

2001-123364

HEARING DATE:

DEPT.:

1. Petitioner (name): John Orr

has petitioned for court approval of a proposed compromise of a disputed claim of a minor or a pending action involving a minor or an adult person with a disability, or a proposed disposition of the proceeds of a judgment for a minor or an adult person with a disability. The foregoing instrument is a true and correct copy of the original on file in this office.

2. Hearing

Date: Time: Dept.: Judicial officer:

3. Relationship to claimant

Petitioner is claimant's (check all applicable boxes):

a. Parent
 b. Guardian ad litem
 c. Guardian
 d. Conservator
 e. Other (specify):

4. Claimant (name):

a. is a minor.
 b. is an adult "person with a disability" within the meaning of Probate Code section 3603.

5. Defendant

The claim or action to be compromised is asserted, or the judgment is entered, against (name of settling or judgment defendant or defendants (the "payer")):

Eva Ammann, Charles Blakeney, Mike Solomon, Murray Singer, Rockridge Manor HOA, and Elizabeth Lady

6. THE COURT FINDS that all notices required by law have been given.

7. THE COURT ORDERS

a. The petition is granted and the proposed compromise of claim or action or the proposed disposition of the proceeds of the judgment is approved. The gross amount or value of the settlement or judgment in favor of claimant is \$

b. The payer shall disburse the proceeds of the settlement or judgment approved by this order in the following manner:

(1) Payment of fees and expenses

Fees and expenses shall be paid by one or more checks or drafts, drawn payable to the order of the petitioner and the petitioner's attorney, if any, or directly to third parties entitled to receive payment identified in this order for the following items of expense or damage, which are hereby authorized to be paid out of the proceeds of the settlement or judgment:

(a) Attorney fees in the total amount of: \$ payable to (specify):

CASE NAME: Chang, et al. v. Ammann, et al.	CASE NUMBER: 2001-023364
--	--------------------------

7. b. (1) (b) Reimbursement for medical and all other expenses paid by the petitioner or the petitioner's attorney in the total amount of: \$ 0

(c) Medical, hospital, ambulance, nursing, and other like expenses payable directly to providers as follows, in the total amount of: \$ 0

(i) Payee (name):
(A) Address:
(B) Amount: \$

(ii) Payee (name):
(A) Address:
(B) Amount: \$

Continued on Attachment 7b(1)(c). (Provide information about additional payees in the above format.)

(d) Other authorized disbursements payable directly to third parties in the total amount of: \$ (Describe and state the amount of each item, and provide the name and address of each payee):

Continued on Attachment 7b(1)(d).

(e) Total allowance for fees and expenses from the settlement or judgment: \$ 0

(2) Balance

The balance of the settlement or judgment available for claimant after payment of all allowed fees and expenses is:

\$ 1,500

The balance shall be disbursed as follows:

(a) By one or more checks or drafts in the total amount of (specify): \$ drawn payable to the order of the petitioner as trustee for the claimant. Each such check or draft must bear an endorsement on the face or reverse that it is for deposit in one or more interest-bearing, federally insured accounts in the name of the petitioner as trustee for the claimant, and no withdrawals may be made from the accounts except as provided in the Order to Deposit Money Into Blocked Account, which is signed contemporaneously with this order ("blocked account").

(b) By the following method(s) (describe each method, including the amount to be disbursed):

A check of checks in the total amount of \$1,500 made payable to John Orr, as Guardian ad Litem for Eric Sun, to be distributed to Eric Sun.

Continued on Attachment 7b(2)(b).

(c) If money is to be paid to a special needs trust under Probate Code section 3604, all statutory liens in favor of the state Department of Health Services, the state Department of Mental Health, the state Department of Developmental Services, and any city and county in California must first be satisfied by the following method (specify):

Continued on Attachment 7b(2)(c).

CASE NAME: Chang, et al. v. Ammann, et al.	CASE NUMBER: 2001-023364
--	--------------------------

8. **Further orders of the court concerning blocked accounts**

The court makes the following additional orders concerning any part of the balance ordered to be deposited in a blocked account under item 7b(2)(a):

- Within 48 hours of receipt of a check or draft described in item 7b(2)(a), the petitioner and the petitioner's attorney, if any, must deposit the check or draft in the petitioner's name as trustee for the claimant in one or more blocked accounts at (specify name, branch, and address of each depository, and the amount of each account):

Continued on Attachment 8a.

b. The petitioner and the petitioner's attorney, if any, must deliver to each depository at the time of deposit three copies of the *Order to Deposit Money Into Blocked Account*, which is signed contemporaneously with this order, and three copies of the *Receipt and Acknowledgment of Order to Deposit Money Into Blocked Account* ("receipt"). The petitioner or the petitioner's attorney must file a copy of the receipt with this court within 15 days of the deposit. The sole responsibilities of the petitioner and the petitioner's attorney, if any, are to place the balance in a blocked account or accounts and to timely file a copy of the receipt.

c. The balance of the proceeds of settlement or judgment deposited in a blocked account or accounts under item 7b(2)(a) may be withdrawn only as follows (check (1) or (2)):

(1) No withdrawals of principal or interest may be made from the blocked account or accounts without a further written order under this case name and number, signed by a judge, and bearing the seal of this court. The money on deposit is not subject to escheat.

(2) The blocked account or accounts belong to a minor. The minor was born on (date): 2344
No withdrawals of principal or interest may be made from the blocked account or accounts without a further written order under this case name and number, signed by a judicial officer, and bearing the seal of this court, until the minor attains the age of 18 years. When the minor attains the age of 18 years, the depository, without further order of this court, is authorized and directed to pay by check or draft directly to the former minor, upon proper demand, all moneys including interest deposited under this order. The money on deposit is not subject to escheat.

9. **Authorization to execute settlement documents**

The petitioner is authorized to execute settlement documents as follows (check only one):

- Upon receipt of the full amount of the settlement sum approved by this order and the deposit of funds, the petitioner is authorized and directed to execute and deliver to the payer a full, complete, and final release and discharge of any and all claims and demands of the claimant by reason of the accident or incident described in the petition and the resultant injuries to the claimant and a properly executed dismissal with prejudice.
- The petitioner is authorized and directed to execute any and all documents reasonably necessary to carry out the terms of the settlement.
- The petitioner is authorized and directed (specify):

To execute the release attached to the Petition as Attachment "A."

Continued on Attachment 9c.

10. Bond is ordered and fixed in the amount of: \$

not required.

11. A copy of this order shall be served on the payer forthwith.

12. **Additional orders**

The court makes the following additional orders (specify):

Continued on Attachment 12.

Date: FEB - 7 2005



JUDICIAL OFFICER

SIGNATURE FOLLOWS LAST ATTACHMENT

Exhibit "F"

**FULL AND FINAL RELEASE OF ALL CLAIMS
KNOWN AND UNKNOWN, AND COVENANT NOT TO SUE**

This Release of Claims and Covenant Not to Sue (hereinafter "Release") is made by and between Christine Chang, Eric Sun, an adult person with a disability, by John Orr, his Guardian Ad Litem, and their agents, servants, employees, legal representatives, heirs, successors, and assigns (hereinafter "plaintiffs") and Charles Blakeney, Mike Solomon, Murray Singer, Rockridge Manor Homeowners Association, Eva Ammann, and Elizabeth Lady and their agents, servants, employees, insurance carriers, legal representatives, heirs, successors, and assigns (hereinafter "releasees").

WHEREAS plaintiffs have previously brought a civil action against releasees, said civil lawsuit now pending in the Superior Court in the County of Alameda, Action No. 2001-023364, entitled Chang v. Ammann, et al., and

WHEREAS the parties now desire to resolve and terminate said legal action and end all further disputes between them;

NOW, THEREFORE, in consideration of the payment of drafts or checks in the total sum of \$36,000, to plaintiffs (\$35,000 paid on behalf of Eva Amman, Rockridge Manor Homeowners Association, Charles Blakeney, Mike Solomon and Murray Singer and \$1,000 paid on behalf of Elizabeth Lady), said \$36,000 settlement amount to be apportioned between plaintiffs and paid by checks made payable according to the directives of the order approving the compromise of Eric Sun's Claim, the plaintiffs hereby covenant and agree as follows:

1. DISMISSAL. IT IS UNDERSTOOD AND AGREED that the plaintiffs shall dismiss the entire aforementioned action with prejudice, with each party to bear their own costs,

fees and other expenses. The undersigned plaintiffs hereby authorize and instruct their attorney of record, Pamela Zimba, Esq. to take all actions necessary to obtain said dismissal, including the execution and filing of a "Request For Dismissal," with prejudice, not later than ten (10) days after receipt of the \$36,000 referred to hereinabove and the executed Order Approving Compromise of Pending Action referred to hereinbelow.

2. COMPROMISE OF PENDING ACTION. IT IS FURTHER UNDERSTOOD AND AGREED that this settlement is contingent upon plaintiffs' provision to releasees of an Order of the Court Approving Compromise of the Pending Action herein, as required by law. The undersigned, John Orr, represents and warrants as applicable that he is the duly authorized and appointed Guardian Ad Litem of Eric Sun, the adult person with a disability named in the Complaint referenced herein, and, as such, is authorized to compromise and settle said person's claims by entering into this Release and shall dispose of payments made pursuant to the settlement in compliance with any Order of the Court Approving Compromise of Pending Action herein. IT IS FURTHER UNDERSTOOD AND AGREED that plaintiffs' attorney of record, Pamela Zimba, Esq., shall take all actions necessary, if any, to obtain, at plaintiffs' sole cost and/or expense, said Order Approving Compromise of Pending Action, including but not limited to appropriate application to the court for said Order.

3. RELEASE. IT IS FURTHER UNDERSTOOD AND AGREED that the plaintiffs hereby release and forever discharge releasees of any and all claims, demands, actions, causes of action, lien claims, obligations, liabilities of any nature whatsoever and damages, whether or not now known, suspected or claimed, including, without limitation, court costs, attorneys fees and other expenses which the plaintiffs' ever had, now have, or hereafter

may have or claim to have against releasees, including any claims directly or indirectly arising out of the incidents and matters which are alleged by plaintiffs to have occurred on or about September 20, 2000, and at all other times. The plaintiffs are alleged to have sustained damage including, without limitation, certain personal injuries and emotional distress, as more particularly described in the pleadings and papers on file in the aforementioned legal action.

4. COVENANT NOT TO SUE. IT IS FURTHER UNDERSTOOD AND AGREED that plaintiff shall never commence, prosecute, assist in any way, or cause, permit, or advise to be commenced or prosecuted against releasees, or any of them, any action at law, suit in equity, or other proceeding based upon any claims, demands, actions, causes of action, lien claims, obligations, liabilities of any nature whatsoever, and damages, whether or not now known, suspected, or claimed, which they ever had, now have, or hereafter may have or claim to have against releasees, or any of them, including any claims directly or indirectly arising out of the incidents and matters more particularly described in paragraph 3, above.

5. PLEADING THIS AGREEMENT. IT IS FURTHER UNDERSTOOD AND AGREED that this Release, including its covenant not to sue, shall be deemed breached and a cause of action accrued thereon immediately upon the commencement of any action or proceeding described or contemplated in paragraph 4, above. In any such action or proceeding, this Release may be pled as a defense or asserted by way of a counterclaim or cross-complaint.

6. NO ADMISSIONS. IT IS FURTHER UNDERSTOOD AND AGREED that the payment of consideration by defendants shall not be taken or construed to be, at any time or

place, an admission of any claim, liability or wrongdoing by releasees and that liability is and shall remain disputed for all future purposes.

7. **WAIVER UNDER CIVIL CODE SECTION 1542.** The plaintiffs fully understand and expressly waive their rights or benefits under Section 1542 of the Civil Code of California, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

8. **CHANGE IN FACTS.** IT IS FURTHER UNDERSTOOD AND AGREED that this is a full and final release of any and all claims, demands, actions, causes of action, liens, obligations, liabilities, and damages, whether or not now known, suspected or claimed which the plaintiffs ever had, now have or hereafter may have or claim to have against releasees, including those claims directly or indirectly arising out of or in any way connected with the matters more particularly described in paragraph 8, above. Therefore, as further consideration for this compromise agreement, IT IS FURTHER UNDERSTOOD AND AGREED that it shall apply to all unknown and unanticipated damages, including consequential damages, which may result, appear or otherwise manifest themselves in the future, as well as those that are now disclosed.

9. **BINDING AGREEMENT.** IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall be binding upon the plaintiffs and their heirs, successors, assigns, and legal representatives.

10. **CONFIDENTIALITY.** IT IS FURTHER UNDERSTOOD AND AGREED that plaintiffs hereby agree not to disclose any information about the consideration paid hereunder

or the terms of this Release, except in response to the legal process or as otherwise required by law.

11. MODIFICATION OF TERMS. IT IS FURTHER UNDERSTOOD AND AGREED that this Release is the entire agreement of the parties with respect to the matters identified in paragraph 3, above, and may not be altered, modified or otherwise changed in any respect or particular whatsoever, except in writing duly authorized and executed by the parties and their authorized representatives.

12. ENFORCEMENT. IT IS FURTHER UNDERSTOOD AND AGREED that this Full and Final Release of All Claims Known and Unknown, and Covenant Not to Sue is enforceable pursuant to Code of Civil Procedure §664.6 in the Superior Court of the County of Alameda.

FOR YOUR PROTECTION, PURSUANT TO INSURANCE CODE §1871.2, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

W

W

W

I HAVE READ THIS RELEASE IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS, AND ENTER INTO IT VOLUNTARILY, WITH FULL UNDERSTANDING OF MY RIGHTS AND OBLIGATIONS UNDER IT AFTER RECEIVING THE ADVICE OF MY ATTORNEYS WITH RESPECT TO ITS TERMS.

DATED: 2/7/05

Christine Chang
Christine Chang

DATED: _____

John Orr
John Orr, GUARDIAN AD LITEM FOR
Eric Sun

APPROVED AS TO FORM.

DATED: 8 February 2005


Pamela Zimba, Esq.

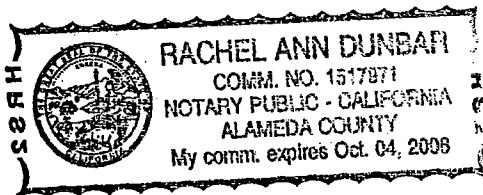
NOTARIAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

Rachel Dunbar On this 7 day of February, 2005, before me,
a Notary Public in and for the said County and State,
residing therein, duly commissioned and sworn, personally appeared
Christine Chang, known to me or proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he/she executed same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this Certificate first above written.

[SEAL]



Rachel Ann Dunbar
Notary Public in and for said
County and State of California

Exhibit “G”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Pamela Zimba, S.B.N. 147850 LAW OFFICES OF PAMELA ZIMBA 110 East D Street, Suite A, Benicia, CA 94510		TELEPHONE NO.: TEL: 707.745.6424 FAX: 707.745.8695	FOR COURT USE ONLY
ATTORNEY FOR (Name): PLAINTIFFS ALAMEDA COUNTY SUPERIOR COURT		FILED ALAMEDA COUNTY APR 05 2005 CLERK OF THE SUPERIOR COURT By <u>Deputy</u> <u>Deputy</u>	
PLAINTIFF/PETITIONER: CHANG, et al.		CASE NUMBER: 2001-023364	
DEFENDANT/RESPONDENT: AMMANN, et al.			
REQUEST FOR DISMISSAL: <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Emotional Distress, etc.			

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

a. (1) With prejudice (2) Without prejudice

b. (1) Complaint (2) Petition
 (3) Cross-complaint filed by (name):
 (4) Cross-complaint filed by (name):
 (5) Entire action of all parties and all causes of action.
 (6) Other (specify):*

on (date):
on (date):

Date: 04.05.05

Pamela Zimba

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)
Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

** If a cross-complaint—or Response (Family Law) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-complainant

(To be completed by clerk)

3. Dismissal entered as requested on (date):
 4. Dismissal entered on (date): as to only (name):
 5. Dismissal not entered as requested for the following reasons (specify):
 6. a. Attorney or party without attorney notified on (date):
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to conform means to return conformed copy

Date:

Clerk, by _____, Deputy

Form Adopted by the
Judicial Council of California
982(a)(5) [Rev. January 1, 1997]

REQUEST FOR DISMISSAL

JURISEARCH
www.jurisearch.com

Code of Civil Procedure, § 581 et seq.
Cal. Rules of Court, rules 383, 1233

PROOF OF SERVICE

I am employed in the County of Solano, State of California. I am over the age of 18 years, and not a party to the within action. My business address is: Treasury Commons Building, 110 East D Street, Suite A, Benicia, California, 94510. On the date set forth below, I served the foregoing document described as:

(1) REQUEST FOR DISMISSAL

on the parties or attorneys for parties in this action who are identified as follows:

SEE ATTACHED SERVICE LIST

BY PERSONAL SERVICE. I caused a true and correct copy of the aforementioned document to be personally served by giving same to a representative of ALPHA ATTORNEYS SERVICE, 836 B Southampton Rd., #182, Benicia, CA 94510 for same day service. A completed PROOF OF HAND DELIVERY (CCP § 1011) is to be returned to this office.

BY FACSIMILE TRANSMISSION. I caused a true and correct copy of the aforementioned document(s) to be transmitted to each of the parties at the facsimile machine number last given by said party on any document which he or she has filed in this action and served upon this office.

Date of facsimile transmission: _____; Time: _____ Originating facsimile machine number: 707.745.8695. A true and correct copy of the transmission report is attached to this proof of service confirming that the fax has been sent without error. (Cal Rules of Court 2008(e)).

BY MAIL. I placed a true and correct copy of the aforementioned document(s) in a sealed envelop individually addressed to each of the parties and caused each such envelope to be deposited with the US Postal Service and or picked up by an authorized representative, on that same day with fees fully prepaid at Benicia, California, in the ordinary course of business.

X (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on the 5th day of April 2005 in Benicia, California.


PAMELA ZIMBA

Service List: Chang, et al. v. Ammann, et al

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